

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

GEORGE TERRY LANGLEY,

Plaintiff,

v.

GEICO GENERAL INSURANCE
COMPANY,

Defendant.

No. 1:CV-14-3069-SMJ

**ORDER DENYING PLAINTIFF'S
MOTION FOR
RECONSIDERATION**

Before the Court, without oral argument, is Plaintiff George Langley's Motion for Reconsideration of the Court's August 29, 2014 Order Granting Defendant's Motion to Compel Appraisal, ECF No. 26. Having reviewed the pleadings and the file in this matter, the Court is fully informed and denies the motion for the reasons that follow.

A motion for reconsideration is “appropriate if the district court (1) is presented with newly discovered evidence, (2) committed clear error or the initial decision was manifestly unjust, or (3) if there is an intervening change in controlling law.” *Sch. Dist. No. 1J v. AC&S, Inc.*, 5 F.3d 1255, 1263 (9th Cir. 1993). “[A] motion for reconsideration should not be granted, absent highly

1 unusual circumstances.” *389 Orange St. Partners v. Arnold*, 179 F.3d 656, 665
2 (9th Cir. 1999). A motion for reconsideration may not be used to raise arguments
3 or present evidence for the first time when they could reasonably have been raised
4 earlier in the litigation. *Id.*; *Kona Enters., Inc. v. Estate of Bishop*, 229 F.3d 877,
5 890 (9th Cir. 2000).

6 After reviewing the pleadings, the record in this matter, and the applicable
7 authorities, the Court is fully informed and finds that Plaintiff has not met this
8 standard. The Court sufficiently addressed Plaintiff’s legal arguments in its
9 August 29, 2014 Order, and the Court does not find error in its decision.

10 The record is as equally clear that Plaintiff never provided a sworn proof of
11 loss as it is clear that Defendant never provided Plaintiff any specific form to
12 complete. However,

13 [c]ompliance with the insurance contract's requirements in case of
14 loss provision is met in Washington when the insured's submissions
15 fulfill the purpose of the proof of loss. The purpose of a provision for
16 proof of loss is to afford the insurer an adequate opportunity for
17 investigation, to prevent fraud and imposition upon it, and to enable it
to form an intelligent estimate of its rights and liabilities before it is
obliged to pay. Its object is to furnish the insurer with the particulars
of the loss and all data necessary to determine its liability and the
amount thereof.


18 *Kabrich v. Allstate Prop. & Cas. Ins. Co.*, CV-12-3052-LRS, 2014 WL 3925493
19 (E.D. Wash. Aug. 12, 2014) *citing* 14 Couch, Cyclopedia of Insurance Law (2d
20 ed) § 49:373, p. 15. Counsel’s arguments based upon WAC 284-30-360(4) are

1 belied by the fact that the record is replete with letters from Defendant which
2 “provide necessary . . . instruction . . . so that [Plaintiff could] comply with . . . the
3 insurer’s reasonable requirements.” These letters requested additional information
4 pertaining to bank records, authorizations to attain those records, and for
5 production of the IRS documentation for the cash purchases. This documentation,
6 in light of the two \$40,000 cash payments, was reasonably required by the insurer
7 to determine its liability and the actual amount Plaintiff paid for the vehicle,
8 especially where Plaintiff asserted loss in the full value of his purchase price.

9 Accordingly, **IT IS HEREBY ORDERED:** Plaintiff’s Motion for
10 Reconsideration of the Court’s August 29, 2014 Order Granting Defendant’s
11 Motion to Compel Appraisal, **ECF No. 26**, is **DENIED**.

12 **IT IS SO ORDERED.** The Clerk’s Office is directed to enter this Order
13 and provide copies to all counsel.

14 **DATED** this 6th day of October 2014.

15 
16 **SALVADOR MENDEZ, JR.**
17 United States District Judge
18
19
20